App. F. IX-4

Previous References.
Jdc 517-39-1-2

1939.
(21c)

File No. 517-39
Serial Nos. 5 & 8

Later References:
Jdc 517-39. 14-15
" " 16-17

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. two

15

Part B for July 40

SUBJECT.

Draft lease agreement in respect of the show-room at Secunderabad

8(8)

No. 29/84-86 dated 11.7.40

To the Dy. Secy. Comptr. & Secy. to G.S.W.

Approved

Secretary
26/7

Secretariat ... File No. 811 of 1939 [App. I. III-2

Serial No.

Letters Dy. 330/39 to [illegible]
dt. 4th May, 1940 from the Divisional
forwarding for registration and
orders a draft lease agreement
in respect of the Shenvagoda
Iron ore deposit.

1) Their reference is incorrect in as
2 [illegible] in the P.W.D. on which
[illegible] requisite orders.

2) The draft agreement with the
Canara Syndicate in Devada may
perhaps be effected.

3) [illegible] the Kanara for payment
Amount for any unexpired period of lease
granted for in which the advantage appears
to be all on the side of the Syndicate. Shall
Cannot be modified suitably as for Canara

5) The Sole Agent [illegible] down a Stipulation
Sec. in the Agreement copy of the Memorandum
May be entered in by the Agreement
behalf of the Diffrat with of the Dem Govt

6) The Law Section may be consulted

[illegible]

[illegible]

SECY DEV. DEPT.
24 MAY 1940
GOVT OF MYSORE

[illegible]

4405

File No. of 194

General and Revenue Secretariat

Serial No.

10) The Draft agreement may be
Secretariat Ref - S.4.
Ldr Secretary) 3/
1/6/40

8306
11/6/40

11) Hqrs
116.
U.O.No 12233 dated 1.6.40
The file of Secretariat Campbell Ltd in Port Nolloth
for favour of Secretary (Stage approval) and
Scheme.
H.B. Cosser
Asst Sec. (Ldr)
11/6/40

7. No. 1090
7/1.6.40

U.O.No. 111/40
7/21.6.40

Returned with compliments.

12) The following additions and alterations seem to be necessary to the draft agreement:-

(1) The plural in 'Landlords' and 'Tenants' may be changed into singular throughout.

(2) The word 'desired' (past tense) in line 2 on page 2 (in para 5), may be changed into 'desire' (present tense).

(3) The following may be added as a new clause 12:-

"12. The Landlord will insure the premises against fire and accidents and pay the premia and do all necessary things to keep the policy alive. On default being made by the Landlord in this respect, the tenant shall be at liberty to pay them and set it off against the rent due".

REVENUE SECRETARIAT
25 JUNE 19..
DEVELOPMENT BRANCH

Mohamed Kassim
Assistant Pty Ldr
Government Advocate.

H/21.6.1940.

Des Leey)
Wlcx

Hqrs
2
2/7/40

General and Revenue Secretariat

Re File No. 517 of 1939. [App. F. III-2

Serial No.

G.

OFFICE OF THE FIRST MEMBER OF COUNCIL
JUL 1 1940
No. 17

Cy.

13) Subject for perusal. The corrections suggested by the G. A. have been incorporated in the draft agreement. 14) Orders are requested on the following points :—

1) Liability for payment of rent
Vide Point-3 of the Tu
× Para-4 of the Note

2) Sharing the cost of stamping and registering the indentures
(Vide portion marked - A.
in the Draft Agreement *

Les 28/6.

15) The draft agreement as Corrected may be approved.

16) The cost of stamping and registration may be shared in equal proportions as suggested

17) As regards point (1) above, kind reference is invited to para 4.

18) For orders

xx/6/40

19) Orders)

The draft agreement as modified by the G. A. may be approved.

20) In para 10. the words "acts of God" may perhaps be added, as suggested in the draft

Secy. Dev. Dept. 27 JUN. 1940 Govt of Mysore

U.O.No.F. 433 2 JUN. 194 Bangalore

NOTE

Secy. Dev. Dept. 29 JUN. 1940

21) 22)

29/6 1/7/40 3/7/40

Re Plot No. 517 of 1939.

General and Revenue Secretariat.

Serial No.

Lease & Sale

8/7

2nd Draft

To The Dir Sec

The Comptroller.

The Secy, Bd of Management, Kilin

D 184-86 d 11-7-40.

Approves the draft lease agreement to be executed in respect of the 2nd storey over Imperial Telephone Secondhand and Stores building, the premises in charge of the Post Master General is authorized to sign the lease agreement on behalf of the Dept. assessor of the Transmarine Telephone

RECEIVED 9 JULY 1940 Sec'd

23 JULY 1940 DEVELOPMENT

Lease Agt

Dec 517-39-5

440 S/38
5

Tele { Phone No. 2004
Grams—INDUSCOM.

In reply please quote number, date & short title.

SECL. DEPT. * 16. MAY 1940 * GOVT. OF MYSORE

GOVERNMENT OF MYSORE

DEPARTMENT OF INDUSTRIES AND COMMERCE.

The Director of Industries and Commerce in Mysore,
Bangalore.

To

The Secretary to the Government of Mysore,
Development Department, Bangalore.

No. D3.330/39-40.

Enclosures Duck one.

Dated 15th May 1940.

SIR,

Subject:- Lease Bond for renting the premises of Messrs.Amaram Eswariah for locating the Show-room at Secunderabad.

With reference to Government Order No.D.4928-30/I & C.517-39-2 dated 26-4-'40,authorising the opening of a Show-room in the above building, I have the honour to forward herewith a draft lease agreement sent by the owner of the building for kind perusal and to state as follows:-

(1) The Sales Officer, Mysore Iron & Steel Works, who will be the officer in-charge of the new "Mysore Arts & Crafts" Show-room at Secunderabad, has to be authorised to sign the agreement on behalf of this Department as well as the Mysore Iron Works Sales Office.

(2) The period of lease has to be corrected to one year in the first instance instead of two years and a clause to the effect that the owners will insure the building against fire risk has to be inserted.

(3) Whether the liability for payment of rent for the unexpired period of lease provided for in Clause 10 may stand, for consideration and orders of Govt.

(PTO)

I request that the draft agreement may be kindly got examined by the Secretary, Law Department, and the same returned early with such alterations as may be deemed necessary.

I have the honour to be,
Sir,
Your most obedient servant,

L. Muniswamy
for DIRECTOR ~~in-charge~~,
as deputed.
15/7/47

SRS.3

A { The cost of Stamping and Registering this Indenture is to be borne by both the parties in equal shares?

D R A F T :.-

R E N T A L A G R E E M E N T :.-

Rental agreement entered into Between

of the One Part hereinafter called the Land Lords and

of the other part hereinafter called the Tenants.

1. The Land Lords agrees to let and the Tenant agrees to take from ..... 1940 three shops on the ground floor bearing Nos. in the building constructed by the Land Lords on the Land situate in James Street and Park Lane Junction. The said shops are coloured red in the plan attached hereto and the said shops are hereinafter referred to as "the Premises".

2. The tenancy shall be for a period of ~~two years~~ one year certain from the said date.

3. The tenants agrees to pay monthly rent of B.G.Rs.130/- per month and the said rent shall be paid regularly from month to month by the 10th of each month.

4. The tenant hereby agrees to pay all charges for electric energy consumed by them. The Land Lords shall pay all other premium and future rates, taxes, assessments and outgoing payable to the Cantonment Authorities in respect of the said premises.

5. The tenants shall not effect any additions or alterations to the said premises without expressed permission in writing

from the Land Lords. The tenants shall however have the right if they so desired to put up any fixtures on the premises without causing any damage to the said premises with the permission of the Land Lords being first had and obtained but such permission shall not be un-necessarily with-held and the Tenants shall be at liberty on the termination of the tenancy to remove and take all the fixtures put up by them but in such a way as not to cause any damage to the building.

6. The tenants shall not let or sublet part or whole of the said premises without first obtaining the consent of the Land Lords which consent, however shall not be unnecessarily withheld.

7. The tenants shall permit the land Lords their agents and workmen during the tenancy at all reasonable hours to view the condition of the said shop and to do any addition or alterations if they so desir

8. The tenants shall at the end of the tenancy deliver possession of the said premises to the Land Lords with the Land Lord's fixture therein such as Rolling Shutters,Plate Glasses in good and tenantabl repairs.

9. The Land Lords shall undertake that the tenants paying the said rent performing and observing all their obligations under this agreement may quietly enjoy the said Madgis during the tenancy

without [illegible] the [illegible]

12. The Landlord will insure the premises against fire and accidents and pay the premia and do all necessary things to keep the policy alive. On default being made by the Landlord in this respect, the Tenant shall be at liberty to pay them and set it off against the rent due.

son right fully claiming through or under or in Trust for them.

10. Provided always that if and when rents shall be in arrears for any three months whetherlegally demanded or not the Land Lords shall be entitled to terminate the tenancy forthwith not withstanding any of the conditions above mentioned without prejudice to any remedy of the Land Lords for any antecedent breach by the Tenant of any of the provisions hereof. It is specifically agreed between the parties that in the event of the Land Lords terminating the tenancy as aforesaid or in the event of the tenants vacating the said Madgis at any time before the expiry of the said period of two years, in either of the events the Land Lords shallbe entitled to recive the full rent for the unexpired portion of the said period of two years.

11. If after the expiry of the said period of two years the Tenants desires to continue to occupy the said premises they shall be at liberty to do so and the tenancy shall in all other respects be subject to the same terms and conditions set out in this document provided however that the tenancy after the said period of ~~two years~~ can be terminated by either side giving two months notice in writing to the other.

12. In witness whereof the parties have set their hands to these presents this day of March 1940 at Secunderabad.

WITNESSES:.-

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE.

Read:—

Government Order No.D.4928-30/I&C 517-39-2 dated 26th April 1940 authorising the opening of a show-room in a new building in Secunderabad.

2. Letter No.D3. 330/39-40 dated the 15th May 1940 from the Director of Industries and Commerce submitting for approval a draft lease agreement to be executed in respect of the building referred to in the Government Order read above.

ORDER No. D 184-88/Ic 517-39-8

Dated, Bangalore, the 11 July 1940.

The agreement as approved by the Government is appended herewith.

2. The Director's proposal that the Sales Officer, Mysore Iron and Steel Works, who will be the officer-in-charge of the new show-room at Secunderabad may be authorised to sign the agreement on behalf of the Deparatment as well as the Iron Works Sales Office, is approved.

3. The cost of stamping and registering the Indenture will be borne by both the parties in equal shares.

By order and in the name of His Highness the Maharaja,

Secretary to Government,
Development Department.

To—The Director of Industries and Commerce in Mysore.
" Comptroller to the Government of Mysore.
" Secretary, Board of Management, Iron & Steel Works.

Rental Agreement.

Rental agreement entered into Between
of the One Part hereinafter called the Land Lord and
of the other part hereinafter called the Tenant.

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during the tenancy without any lawful interrruption by the Land Lord or any person right fully claiming through or under or in Trust for them.

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13

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In witness whereof the parties have set their hands to these presents this day of 1940 at Secunderabad.

WITNESSES:-

1.

2.

Copy

TNR-4)

for Secretary to Government
Rev Development Dept

G. R. S. App. F VI—G 2]

14

SUBJECT .....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 193 .

Date of issue ..... 11/7/ .....193 .

Signed by ..... Mr. GM .....

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(iv) translated ?

(v) placed at the disposal of the press?

(vi) published in the Gazette, Kannada Part ?

pd 11/9/12.

Section)rc.

File No. S17-39.

Serial No. 8

Proceedings of the Government of His Highness the Maharaja of Mysore.

Read—

G.O. No. D.4928-30/)rc.

S17-39-2 dated 26th April, 1940, authorising the opening of a Show-room in a new building in Secunderabad.

2. Letter No. D3. 330/39-40 dated the 15th May, 1940, from the Director of Industries and Commerce submitting for approval a draft lease agreement to be executed by the parties in respect of the building referred to in the G.O. read above.

Order No:- D 184-

The agreement as approved by Government is appended herewith.

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3. The cost of stamping and registering the Indenture will be borne by both the parties in equal shares.

G.

T. S. copies

List of Enclosures

Copied by

Examined by

8/7

for Secy to Govt
Dev Dept.

8/7

To

The Director of ...

The Comptroller ...

WD 0279—GPB—22,500—14-4-38